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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/539,644	06/15/2005	Uwe Hannsmann	DE920020028US1	8626
47069 7590 02/05/2008 KONRAD RAYNES & VICTOR, LLP ATTN: IBM54 315 SOUTH BEVERLY DRIVE, SUITE 210 BEVERLY HILLS, CA 90212			EXAMINER CHEMPAKASERIL, ANN J	
			ART UNIT 2166	PAPER NUMBER
			MAIL DATE 02/05/2008	DELIVERY MODE PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/539,644

Applicant(s)

HANNSMANN ET AL.

Examiner

Ann J. Chempakaseril

Art Unit

2166

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 17 November 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,2,10,16,17,19-21,28-31 and 39-44 is/are pending in the application.

4a) Of the above claim(s) _____ is/are withdrawn from consideration.

- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☐ Claim(s) _____ is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date 11/17/2007.

- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

1. Claims 1-2, 10, 16-17, 19-21, 28-31, 39-44 are pending

Response to Amendment

2. Applicant has confirmed his election of Group I, by cancelling the claims of Group II. In response to the last office action, claims 1, 10, 28, have been amended, claims 39-44 have been added, and claims 3-9, 11-15, 18, 22-27, and 32-38 have been cancelled.

Response to Arguments

3. Applicant's arguments with respect to claims 1-2, 10, 16-17, 19-21, 28-31, 39-44 have been considered but are moot in view of the new ground(s) of rejection.

Claim Rejections - 35 USC § 102

4. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

5. Claims 1-2, 10, 16-17, 19-21, 28-31, and 39-44 rejected under 35 U.S.C. 102(e)

as being anticipated by US Patent Application 2003/0088516 issued to Remer et al.

further in view of US Patent 6457076 issued to Cheng et al. (hereinafter Cheng)

As per claims 1, 10, and 28, Remer discloses a method for providing of content data to a client (move logic and data over networks to the end user or point- of service (POS) computer [0033]), comprising:

receiving of a selection of content data from the client (selection of licenses are requested by POS that access data [0033]) ;

generating a file comprising license information and a locator for the content data, wherein the license information indicates a license status enabling the client to access the content data (The service agent first verifies that the digital signature of the retrieved POS license is valid (310). If so, the service agent compares the Node ID field of the current POS license with the Node ID of the existing license in the discovery database (330). If the Node IDs are different, then this must be a new POS license that has not yet been collected to the discovery database. The service agent collects a copy

of the new POS license into the Servicing component's discovery database (340).

[0077]);

sending of the file to the client (sending the file with license and id to POS

[0079]);

Remer does not appear to explicitly disclose synchronizing with local license related data on the client indicating an updated license status based on an amount of client usage of the content data following the sending of the file to the client and before synchronizing

However Cheng discloses synchronizing with local license related data on the client indicating an updated license status based on an amount of client usage of the content data following the sending of the file to the client and before synchronizing (If the user's account is about to expire, for example, within 30 days, or has expired, the payment module 705 prompts the user to renew the subscription. If the user agrees, the subscription fee is charged to the user's credit card account, and the connection to the client computer 101 is established, allowing the user to use the service as described. If the user refuses to renew, the connection is refused. [Col 17, lines 10-15])

Remer and Cheng are analogous art because they are from the same field of endeavor of providing data to clients

It would have been obvious to modify the amount of usage of Remer to include the an updated license status based on an amount of client usage of the content data following the sending of the file to the client and before synchronizing. Modification allows numerous users to periodically and automatically update the software products

on their computers from diverse software vendors through a single, update mechanism.

[Col 4, lines 13-30])

As per claims 2, 19, and 29, Remer discloses in response to receiving the selection of the content data from the client, requesting of license conditions information from a license server (license conditions can be retrieved from servicing agent for the POS [0031]) ;

sending of information indicative of one or more license offers to the client (The current POS license, whether it be an install, trial, or previously purchased license, is collected by the external license servicing agent to a discovery database that resides on the service management console [0035]);

and receiving an acceptance from the client (an electronic commerce site that will issue purchased licenses for the software services installed on the POS computers (240). By purchasing, the client accepts the license offers.)

As per claims 16, 20, and 30, Remer discloses the generated file comprises an XML file having a defined DTD format (The exchange of licenses may be accomplished in a number of ways. In one example implementation of the method, the exchange is accomplished by formatting an exchange license file that is in well-formed, non-validated XML described by the following DTD [0087]).

As per claims 17, 21, and 31, Remer discloses synchronizing of local license related data on the client further comprises: receiving a request to renew the license from the client and make payment for the renewal in response to the client determining that the updated license status indicates that the license has expired (refreshing. In

another implementation, the licensing service agent may need to periodically collect copies of the POS licenses (either new install or trial licenses, or expired purchased licenses) from one or more POS computers and exchange them in bulk for new purchased licenses. [0021] The service agent maintains copies of collected POS licenses and new purchased licenses issued by the third party in a discovery database. The service agent synchronizes the collection of licenses from POS as well as the replacement of the POS licenses with new licenses using the discovery database. [0023])

As per claims 39, 41, and 43, Remer discloses the amount of usage of the content data but does not explicitly disclose the amount of usage of the content data comprises the amount of usage at the client after the license status is expired at client

Cheng discloses the claimed the amount of usage of the content data comprises the amount of usage at the client after the license status is expired at client (If the user's account is about to expire, for example, within 30 days, or has expired, the payment module 705 prompts the user to renew the subscription. If the user agrees, the subscription fee is charged to the user's credit card account, and the connection to the client computer 101 is established, allowing the user to use the service as described. If the user refuses to renew, the connection is refused. [Col 17, lines 10-15])

Remer and Cheng are analogous art because they are from the same field of endeavor of providing data to clients

It would have been obvious to modify the amount of usage of Remer to include the amount of usage after expiration of the license. Modification allows numerous users

to periodically and automatically update the software products on their computers from diverse software vendors through a single, update mechanism. [Col 4, lines 13-30])

As per claims 40, 42, and 44, Cheng discloses during synchronization, determining the amount of usage of the content data at the client after the license status is expired at client (the payment module 705 tracks the user's usage of the service, for example, total the connection time, and maintains a count of the number of software updates downloaded, until the user logs out of the service provider computer 102. [Col 17, lines 10-15]);

Receiving payment for the amount of usage of the content data after the license status is expired, wherein the synchronizing with the local license related data comprises renewing the local license related data to allowed continued use of the content data in response to receiving the payment for the amount of usage (If the user agrees, the subscription fee is charged to the user's credit card account, and the connection to the client computer 101 is established, allowing the user to use the service as described [Col 17, lines 10-15])

Remer and Cheng are analogous art because they are from the same field of endeavor of providing data to clients

It would have been obvious to modify Remer to include receiving payment of usage of content data after license status is expired to allow continuous use of content data in response to receiving the payment for the amount of usage. Modification allows numerous users to periodically and automatically update the software products on their

computers from diverse software vendors through a single, update mechanism. [Col 4, lines 13-30])

Conclusion

6. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).


A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Contact Information

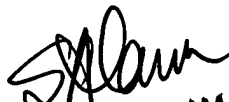
7. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Ann J. Chempakaseril whose telephone number is 571-272-9767. The examiner can normally be reached on Monday through Thursday, 9-4.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Hosain Alam can be reached on (571) 272-3978. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.


Ann J Chempakaseril
Examiner
Art Unit 2166

January 31, 2008


SHAHID ALAM
PRIMARY EXAMINER